

Kansas City, Mo., October 3, 1925.

Decision #255-District 14.

Mr. M. L. Walters, Pres.,
Dist. 14, U. M. W. of A.,
Pittsburg, Kansas.

Mr. Bernard Harrigan, Commr.,
Dist. 14, S.I.C.O.Assn.,
Pittsburg, Kansas.

Freddie Featherson, driver, who was
laid off, demands job driving and
compensation for time lost at Fern
& Lyons Coal Co., Scammon, Kansas.

Gentlemen:

In Kansas Joint Board case 1575, wherein Freddie Featherson driver, who was laid off is demanding job driving and compensation for time lost at Fern & Lyons Coal Co., lessees Mine #21, Western Coal & Mng. Co., Scammon, Kansas.

Your Joint Commission after examining the joint statement and evidence in the case find in this case that the management after leasing Mine #21 on the 16th of August, 1925, found that the mine was practically worked out and proceeded to reorganize its working force by laying off 8 men, among whom was Featherson, and the run on which he was driving was abandoned. On the night of the 17th Featherson placed his name on the old employees list for a job digging coal, as a miner. On August 22, the work of pulling pillars had proceeded to the point where it became necessary to put on an additional man, who would act as a driver, part of the time, and who would also act as a track layer, laying switches, pulling rails, setting timber and keeping up the air courses and otherwise work as a general utility man. On this day the company employed one Felix Rice, who was one of the men laid off, and who was also on the list of old employees for employment and he was given this job of all around day man, to do this work. On the 31st of August, Featherson was given a job as miner and both men are working at their respective jobs. Featherson now claims that he should have been given the job at which Rice was placed at work.

This phase of the situation presents to the commission the fundamental question of the right of the company to select one or the other of its old employees for the job of day work, which not only embraces driving but the other classes of work above mentioned. The commission has in numerous decisions defined the right of the operator under Paragraph 7, Section 4, Interstate Agreement which reads in part:

"It is understood and agreed that the company shall select its day and monthly men, based upon their qualification and fitness for the work to be performed."

This is further outlined in Decisions #61 and #64. In this case the above circumstances show the necessity for a proper exercise of economy in the matter of management and the right of said

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management to exercise such economy in the matter of reducing forces, consolidating jobs and determining the qualification of men best fitted for certain classes of work, all of which are covered specifically in paragraph 1, section 4, interstate agreement.

The further fact that Featherson was employed at a reasonably early date after being laid off, and is still employed, should show conclusively that there was no desire to discriminate against him personally.

In view of the above circumstances the claim of the miners is denied.

Respectfully submitted

/s/ W. L. A. Johnson

John P. White

Interstate Joint Commission